

E-FILED 05-05-08

JS-6

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MINEGAR ENVIRONMENTAL
SYSTEMS, INC.,

Plaintiff and
Counterdefendant,

v.

CONCRETE WASHOUT SYSTEMS,
INC.,

Defendant and
Counterclaimant.

AND RELATED COUNTERCLAIMS

Case No. ED CV06-1169 PSG (CWx)

[PROPOSED] CONSENT DECREE

Concrete Washout Systems, Inc. (“CWS”), on the one hand, and Minegar Environmental Systems, Inc. (“MES”), Minegar Contracting, Inc., Minegar Laser Screed Rentals, Peter J. Minegar, Rocky Mountain Welding & Fabricating, Inc. and Inland Erosion Control Services, Inc. (collectively, “Counterdefendants”), on the other hand (all parties collectively referred to as “Parties”), having settled this action on the terms and conditions stated herein, it is hereby **ORDERED, ADJUDGED** and **DECREEED** as follows:

1. This is an action regarding infringement of patents in violation of Section 32 of the Patent Act, 35 U.S.C. § 271 et seq. This Court has personal jurisdiction over CWS and Counterdefendants, and subject matter jurisdiction of

CONFIDENTIAL SETTLEMENT AND LICENSE AGREEMENT

the matter in controversy between CWS and Counterdefendants. Venue in this judicial district is proper.

2. CWS is the assignee and owner of all right, title and interest in United States Patent Nos. 7,118,633 (“the ‘633 Patent”); 7,121,288 (“the ‘288 Patent”); and 7,124,767 (“the ‘767 Patent”) (collectively, the “Patents”) covering, *inter alia*, concrete washout containers.

3. Counterdefendants’ manufactured, used, offered for sale, licensed and/or sold to the general public concrete washout containers.

4. CWS and MES have agreed to a full and final settlement of this action and have agreed to the entry of this Consent Decree.

5. Accordingly, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

- a. the ‘288, ‘767 and ‘633 Patents are valid and enforceable;
- b. the Parties have settled this action by a Confidential Settlement Agreement, and the Parties shall comply with the terms of that agreement.

6. There being no just reason for delay, the entry of this Consent Decree by the United States District Court constitutes entry of final judgment as to all remaining claims asserted in this action by any party pursuant to Federal Rule of Civil Procedure 54(b). CWS and Counterdefendants will each bear their own costs and attorneys’ fees.

7. The Court shall retain jurisdiction to enforce this Consent Decree and Confidential Settlement Agreement. If any Party shall be alleged to have breached the terms of this Consent Decree and/or Confidential Settlement Agreement, any other Party shall have the right to reopen this matter upon motion filed and heard on an expedited basis, including by ex parte application. If this matter is so

reopened, such Party may pursue any and all remedies it may have against the alleged breaching Party.

DATED: 5/5/08

PHILIP S. GUTIERREZ

UNITED STATES DISTRICT JUDGE

The individuals executing this Judgment represent or confirm that they are duly authorized to do so, and are similarly authorized to bind each of the Parties to this Decree.

CONSENTED TO:

DATED:

DATED:

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LASER SCREED RENTALS, INC.,
PETER J. MINEGAR, ROCKY
MOUNTAIN WELDING &
FABRICATING, INC., and INLAND
EROSION CONTROL SERVICES,
INC.